

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

IN THE GENERAL COURT OF JUSTICE  
DISTRICT COURT DIVISION  
FILE NO.: 16 CVD 4801

AMARI BRUNSON, A MINOR BY AND  
THROUGH HER GUARDIAN AD  
LITEM, ERICA BERNARD, and ERICA  
BERNARD, INDIVIDUALLY,

Plaintiffs,

vs.

CUMBERLAND COUNTY BOARD OF  
EDUCATION,

Defendant.

ORDER APPROVING  
MINOR SETTLEMENT

CUMBERLAND COUNTY

2016 JUN 28 AM 9:04

FILED

THIS CAUSE, coming on to be heard and being heard on the 28<sup>TH</sup> day of June, 2016, before the undersigned Judge presiding over the District Court of Cumberland County, North Carolina, the minor Plaintiff, Amari Brunson, and her *Guardian ad Litem*, Erica Bernard, being represented by Marshall B. Pitts, Jr., and the Defendant being represented by Mary M. Webb; and

IT APPEARING to the Court that Erica Bernard is the duly appointed *Guardian ad Litem* for the minor Plaintiff, Amari Brunson, and has brought this action under the provisions of North Carolina law for damages to the minor; and

IT APPEARING to the Court that this is an action for personal injuries incurred as the result of an incident which occurred on or about November 4, 2013 at Douglas Byrd Middle School in Fayetteville, North Carolina, where the minor Plaintiff was a student, in which minor Plaintiff sustained some injury, that the liability of said Defendant, if any, is in doubt; that the Plaintiffs desire to settle and the parties have agreed to forever compromise and settle claims for the amount

of SEVEN THOUSAND DOLLARS AND 00/00 (\$7,000.00), and payment be made as follows:

1. Defendant shall pay the TOTAL sum of SEVEN THOUSAND DOLLARS to be disbursed as follows:

- a. Defendant shall pay the sum of SEVEN HUNDRED NINETY-EIGHT AND 79/100 DOLLARS (\$798.79) directly to the Division of Medical Assistance (Medicaid) to be used in satisfaction of the outstanding medical lien incurred on behalf of the minor Plaintiff;
- b. Defendant shall pay the sum of TWO THOUSAND, THREE HUNDRED THIRTY-THREE AND 31/100 (\$2,333.31) directly to the Law Offices of Marshall B. Pitts, Jr., P.C. for valuable legal services rendered.
- c. Defendant shall pay the sum of THREE THOUSAND, EIGHT HUNDRED SIXTY-SEVEN AND 90/100 (\$3,867.90) directly to the Cumberland County Clerk of Court, to be held in trust for the benefit of the minor Plaintiff, AMARI BRUNSON.

2. That the terms and conditions of the compromise settlement are more fully defined and set out in the *Settlement Agreement and Release*, which is attached hereto and incorporated herein by reference as if fully set forth, and sets out the rights and obligations of each of the respective parties with regard to said payments; and

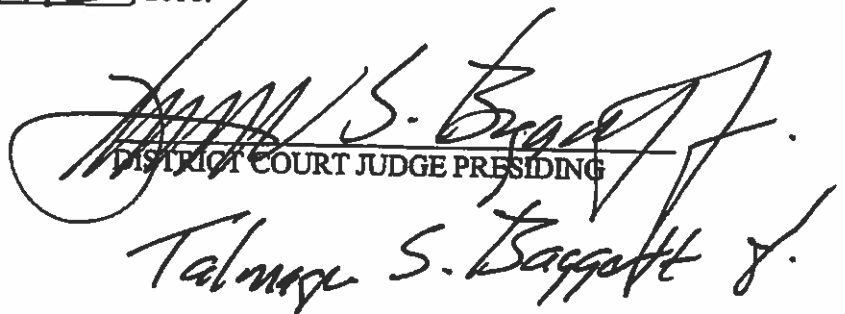
3. The Court, finding that said settlement is fair and reasonable, and that it is in the best interest of the minor Plaintiff and her *Guardian ad Litem* to accept said sum of settlement as herein above prescribed; and the Court sanctioning and approving said settlement.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED that the Plaintiffs have and recover of the Defendant the total sum of SEVEN THOUSAND DOLLARS


AND 00/00 (\$7,000.00), PAYABLE TO THE MINOR Plaintiff and her Guardian ad Litem according to the terms set forth above in paragraphs 1, 2, and 3, and more fully in the *Settlement Agreement and Release*;


Payment of the aforesaid total of SEVEN THOUSAND DOLLARS AND 00/00 (\$7,000.00) constitutes and operates as a full, final, and complete settlement, satisfaction, release, and discharge of any and all claims whatsoever which Plaintiffs, or any other person or persons, corporation, or entity, on account of, or in any manner arising out of, or resulting from the matters and things referred to in the pleadings in this action; this Order shall be and constitutes a perpetual bar to the institution or prosecution of any action or cause of action by or on behalf of the minor Plaintiff or any other person or persons claiming by, for, or through Plaintiffs, and resulting from the matters and things referred to in the pleadings in this matter; and the costs of this action shall be taxed against the Defendant.

THIS the 28<sup>th</sup> day of June, 2016.

  
DISTRICT COURT JUDGE PRESIDING  
Talma S. Baggett J.

WE CONSENT:

  
Erica Bernard, Individually and as  
*Guardian ad Litem* for Amari Brunson

  
MARSHALL B. PITTS, JR.  
Attorney for Plaintiffs

  
MARY M. WEBB  
Attorney for Defendant